

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

RE-Application of: Mohammed N. Islam et al.
Serial No.: 10/849,346
Filed: May 19, 2004
Group No.: 2873
Examiner: David N. Spector
For: MICROMECHANICAL OPTICAL SWITCH

Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

Dear Sir:

**TERMINAL DISCLAIMER TO OBLIGATE A DOUBLE
PATENTING REJECTION (37 C.F.R. §1.321 (c)) AND
CERTIFICATE UNDER 37 C.F.R. §3.73 (b)**

I, Mohammed N. Islam, Founder and CTO of Cheetah Omni, LLC, 647 Spring Valley Drive, Barton Hills Village, Ann Arbor, Michigan 48105, represent that Cheetah Omni, LLC is the assignee and the exclusive owner of the entire right, title and interest of, in and to application Serial No. 10/849,346, filed on May 19, 2004, for MICROMECHANICAL OPTICAL SWITCH, as indicated by the Assignment Records of the U.S. Patent and Trademark Office at Reel 014904, Frame 0508; Reel 014904, Frame 0834; and Reel 014904, Frame 0836; and certify that to the best of assignee's knowledge and belief, title is in the assignee seeking to take action; and that I am empowered to act on behalf of assignee.

I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true. Furthermore, I declare that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of

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the United States Code, and that such willful false statements may jeopardize the validity of the Application or any patent issuing thereon.

Cheetah Omni, LLC hereby disclaims the terminal part of any patent granted on the above-identified application, that would extend beyond the expiration date of U.S. Patent No. 6,407,851 granted June 18, 2002; U.S. Patent No. 6,611,366 granted August 26, 2003; and U.S. Patent No. 6,654,157 granted November 25, 2003, also assigned to and owned by said Cheetah Omni, LLC, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U. S. Patent No. 6,407,851, U.S. Patent No. 6,611,366 and U.S. Patent No. 6,654,157, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successor or assigns.

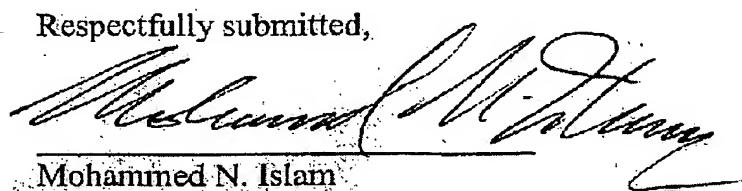
Petitioner, however, does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration of the full statutory term of the above-referenced U. S. Patent No. 6,407,851, U.S. Patent No. 6,611,366 and U.S. Patent No. 6,654,157, in the event that one or more of the following occurs: U. S. Patent No. 6,407,851, U.S. Patent No. 6,611,366 and U.S. Patent No. 6,654,157 expire for failure to pay a maintenance fee, are held unenforceable, are found invalid, are statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321(a), have all claims canceled by a reexamination certificate or are otherwise terminated prior to expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

The \$55.00 fee required by 37 C.F.R. 1.20(d) is submitted herewith and believed to be correct. However, the Commissioner is hereby authorized to charge any underpayment or credit any overpayment of fees to Deposit Account No. 02-0384 of Baker Botts, L.L.P.

Respectfully submitted,

9/20/04

Date


Mohammed N. Islam
Founder and CTO